

GREENVILLE S.C.
DEC 16 4 05 PM '83
COMMERCIAL R.M.C.

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MORTGAGE

THIS MORTGAGE is made this 16 day of December 19. 83, between the Mortgagor, James E. Phillips and Barbara B. Phillips and Company (herein "Borrower"), and the Mortgagee, August Kohn a corporation organized and existing under the laws of South Carolina, whose address is P.O. Box 225, Columbia, South Carolina 29202 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY-FIVE THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 16, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2014.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville State of South Carolina:

ALL that lot of land in the State of South Carolina, County of Greenville, being shown as Lot No. 68 on a plat of Pelham Estates, Section No. 1 recorded in Plat Book PPP at Pages 28 and 29 in the RMC Office for Greenville County, S.C. Reference is hereby made to a more recent Plat made by Enwright Surveying, Inc. dated December 8, 1983 entitled "Survey for James E. Phillips and Barbara B. Phillips" recorded in the RMC Office for Greenville County, S.C. in Plat Book 10-A at Page: 63 + 64, which last mentioned plat is hereby referred to for a more complete description thereof. *JEP*

This being the same property conveyed to the mortgagors by deed of McCall Construction Co., Inc., Trustee recorded in the RMC Office of Greenville County, S.C. on April 10, 1981 in Deed Book 1146 at Page 41. *JEP*

which has the address of 214 Cape Charles Drive, Greenville, S.C. 29615 (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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S.O.C.C.T

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